

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-12591-elf

Edith M. Chew Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Apr 26, 2021 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 28, 2021:

Recipi ID Recipient Name and Address

db + Edith M. Chew, 206 Gulph Creek Road, Wayne, PA 19087-4502

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 28, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 26, 2021 at the address(es) listed below:

Name Email Address

CHARLES GRIFFIN WOHLRAB

on behalf of Creditor Newrez LLC D/B/A Shellpoint Mortgage Servicing cwohlrab@raslg.com

CHARLES GRIFFIN WOHLRAB

on behalf of Creditor Newrez LLC cwohlrab@raslg.com

CHARLES GRIFFIN WOHLRAB

on behalf of Creditor USAA Federal Savings Bank cwohlrab@raslg.com

DAVID A. SCHOLL

on behalf of Debtor Edith M. Chew judgescholl@gmail.com

DAVID A. SCHOLL

on behalf of Plaintiff Edith M. Chew judgescholl@gmail.com

JEROME B. BLANK

on behalf of Creditor Newrez LLC D/B/A Shellpoint Mortgage Servicing paeb@fedphe.com

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REBECCA ANN SOLARZ

on behalf of Creditor Newrez LLC D/B/A Shellpoint Mortgage Servicing bkgroup@kmllawgroup.com

REBECCA K. MCDOWELL

on behalf of Creditor SANTANDER BANK N.A. rmcdowell@slgcollect.com, pwirth@slgcollect.com

THOMAS YOUNG.HAE SONG

on behalf of Creditor Newrez LLC D/B/A Shellpoint Mortgage Servicing paeb@fedphe.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq.

 $ecfemails@ph13trustee.com\ philaecf@gmail.com$

TOTAL: 12

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Edith M. Chew <u>Debtor(s)</u>	CHAPTER 13
NewRez LLC d/b/a Shellpoint Mortgage Servicing <u>Movant</u> vs.	NO. 20-12591 ELF
Edith M. Chew Debtor(s) William C. Miller Esq. Trustee	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtor's 1. residence is \$5,020.15, which breaks down as follows;

Post-Petition Payments:

\$1,734.52 for February 2021 through April 2021

Suspense Balance:

(\$183.41)

Total Post-Petition Arrears \$5,020.15

- The Debtor(s) shall cure said arrearages in the following manner; 2.
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$5,020.15.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$5,020.15 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

- 3. Beginning with the payment due May 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,734.52 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders and/or a payment confirmation number) made, but not credited, Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date:	April 15, 2021	/s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire Attorney for Movant	
Date:_		David A. Scholl, Esq. Attorney for Debtor(s)	
Date:_	April 22, 2021	/s/ LeRoy W. Etheridge, Esquire* William C. Miller, Esq. Chapter 13 Trustee	*No objection to its terms, without prejudice to any of our rights and remedies
		ORDER	
	ved by the Court this ion regarding entry of an		court retains
Date	e: 4/23/21	AN (

Bankruptcy Judge Eric L. Frank